

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into this 21st day of October 2011, between Diller Odell Public School District No34-0100 (hereinafter referred to as "the District"), and Michael Meyerle (hereinafter referred to as "Superintendent").

WITNESSETH:

WHEREAS, the Superintendent is desirous of serving as the chief executive officer of the District and performing all duties required by that office; and

WHEREAS, the District is desirous of securing a Superintendent of Schools to supervise and direct the schools and the educational program of the District under the general supervision of the District's School Board; and

WHEREAS, the District and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools and is required by Neb. Rev. Stat. 79-817.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the District hereby employs the Superintendent as Superintendent of Schools in and for said District, and the superintendent hereby accepts such employment upon the terms and conditions following:

1. **TERM.** The District hereby employs the Superintendent for a period of two (2) years, beginning on the first day of July 1, 2021, and terminating on the 30th day of June 2023. Each year of this Agreement shall consist of 260 days of service per year.
2. **SALARY.** The Superintendent shall be paid One Hundred Thirty-Nine Thousand Dollars, (\$139,000) for the period from July 1, 2021, through June 30, 2022. The salary of the Superintendent shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of July, 2021, and the remaining installments shall be payable on the 20th day of each month thereafter. The salary shall be subject to the regulations and requirements governing deductions from compensation to be paid the Superintendent with reference to withholding tax, Social Security, teachers' retirement and other deductions authorized by law.

The salary for subsequent years of this contract will be determined by negotiation between the Board and the Superintendent, completed no later than April 1 of each year. Subsequent years' salaries will be no less than the previous year's salary.

3. **SUPERINTENDENT AND BOARD RESPONSIBILITY.** The Superintendent shall be chief executive officer of the District. As such, the Superintendent shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting that policy.
4. **DUTIES.** As chief executive officer of the District, the Superintendent shall perform the duties of district superintendent as prescribed by the laws of the State of Nebraska and in accordance with such reasonable and lawful directives as the Board of Education may make, not inconsistent with this contract. In addition to the powers and duties set forth in the Nebraska Revised Statutes, Chapter 92 of the Nebraska Administrative Code (State Board of Education Rules and Regulations), and this Agreement, the Superintendent shall have the powers and duties set forth in the position description of Superintendent.

The Superintendent shall devote full time, skill, labor and attention to the operation of the District. The Superintendent shall have responsibility within board policy to organize, reorganize and arrange the administrative staff, including instruction and business affairs, which in his/her judgment best serves the District. The Superintendent shall have the responsibility for all personnel matters, including selection, assignment, and transfer of classified personnel and recommendation for non-extension, renewal, non-renewal and termination of licensed personnel subject to Board approval.

The Superintendent shall:

- A. Periodically evaluate all district employees as provided for by Nebraska law and Board policy;
- B. Establish and maintain an appropriate community relations program;
- C. Endeavor to maintain and improve his/her professional competence by all available means, including subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations;
- D. Be entitled to:
 - a. Present his/her recommendation to the Board on any subject under consideration by the Board prior to action taken on the subject by the Board;
 - b. Attend each meeting of the Board, unless excused by the Board;
 - c. Serve as an ex officio member of each committee established by the Board.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT.** The District encourages the continuing professional growth of the Superintendent through participation, as he/she might decide in light of the duties of the Superintendent, in:
- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
 - B. Seminars and courses offered by public or private educational institutions; and
 - C. Informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his/her professional responsibilities for the District.

In its encouragement, the District shall permit a reasonable amount of release time for the Superintendent as he/she deems appropriate to attend to such matters and the District shall pay for the necessary membership, tuition, travel and subsistence expenses. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the Superintendent's budget. The Superintendent will prepare, no later than September 1 of each year, and share with the Board, a tentative calendar, indicating planned travel and vacation time, and will alert the Board to any subsequent changes. The Board shall be notified in advance of any national travel planned. The Superintendent shall report to the Board on his/her activities upon return to the District.

6. **SUPERINTENDENT'S LICENSE.** The Superintendent hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this contract. The Superintendent further affirms that at the beginning of the term of this contract, he holds or will hold a NEBRASKA ADMINISTRATIVE AND SUPERVISORY CERTIFICATE valid for the position of Superintendent of Schools, which is or will be in full force and effect for the period covered by this contract. It is understood and agreed that this contract is not valid until the Administrative Certificate, as herein listed, is registered as required by Neb. Rev. Stat. 79-804, and the Administrator shall not be compensated for any services performed prior to the date of registration of this certificate. The Superintendent shall maintain throughout the life of this Agreement a valid and appropriate certificate to act as Superintendent of Schools as required by the State of Nebraska. Should the Superintendent fail to maintain such a license in good standing, the District may seek any appropriate remedy under this Agreement, including termination of this Agreement without recourse.
7. **EVALUATION.** It is understood by and between the parties that the Superintendent is entitled, pursuant to Neb. Rev. Stat. 79-828, to be evaluated

twice during his/her first year of employment and at least once annually thereafter. The Board and the Superintendent shall meet in closed executive session for the purpose of evaluation of the performance of the Superintendent and expressing recommendations and observations on how such performance may be improved no later than December and May during the first year of employment and no later than December each year thereafter. The Superintendent shall be evaluated on the job performance, the Superintendent's professional goals set by the Board and the Superintendent and the District's goals.

8. **PROFESSIONAL ACTIVITIES.** With prior approval of the board, the Superintendent may undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the Superintendent's normal duties.
9. **VACATION.** The Superintendent shall be entitled to 20 days of vacation per year, in addition to the following holidays: Independence Day, Labor Day, Veterans Day, Thanksgiving holidays, Christmas break, President's Day, and Memorial Day. Vacation described herein may be taken during the school year but no more than 5 consecutive school days shall be taken at one time without prior formal District approval. In the event of termination or expiration of this agreement, the Superintendent shall be compensated for unused vacation days at the salary rate effective at the time of the termination or expiration of this agreement. However, the Superintendent shall try to use vacation time on an annual basis.
10. **FRINGE BENEFITS.** The Superintendent shall be entitled to participate in the following fringe benefits:
 - A. Retirement: The District shall pay the employer's contribution to the School Employees Retirement System as required by law.
 - B. Professional Dues: Professional/civic dues in full for AASA, NCSA, and/or two civic organizations.
 - C. Medical, Dental, and Long-Term Disability Insurance: The District shall, during the term of this Agreement, provide the Superintendent with single/full family coverage (as applicable) for medical, and dental on the same terms as provided to employees under the negotiated agreement. The Superintendent shall also receive long-term disability benefits. The benefits provided are described in the contract between the school district and insurance carrier.
 - D. Leave: The Superintendent shall be entitled to ten (10) days of sick leave (employee, children, or spouse) per year. (3) days are available as personal days. The Superintendent may accumulate up to ten (10) unused sick days per year with such unused leave being cumulative from year to

year to a maximum total of sixty (60) days of sick leave with a maximum of thirty (30) days available per term. The Superintendent may bring forward the sick days accumulated from prior district service. (60). In the event of termination or expiration of this Agreement, the Superintendent shall be compensated for unused sick days at the salary rate of \$25 per day.

- E. Professional Development: The District shall pay for all tuition and related expenses that are incurred by the Superintendent in the completion of the professional development plan jointly adopted by the parties.
- F. The Board shall provide transportation required in the performance of his official duties such as conventions/seminars or shall reimburse him for such transportation at the rate stated in policy, but in no case less than "Nebraska State rate". Other incidental or local travel will be reimbursed as approved by the board.

11. **EXPENSES.** The District shall reimburse the Superintendent according to District policy for expenses necessary for the operation of the District.

12. **TERMINATION OF EMPLOYMENT CONTRACT.** Except as provided herein, this contract may be cancelled, not renewed, terminated, or amended by a vote of a majority of the Board of Education pursuant to procedures described by applicable state statute. Grounds for cancellation of this contract include, but are not limited to, any grounds that constitute just cause as described by Neb. Rev. Stat. 79-827, as well as (a) causing any intentional damage to property, (b) conviction of a felony, or (c) general neglect of the business of the school.

There shall be no penalty for release or resignation by the Superintendent from this contract; provided no resignation shall become effective until the close of the contract period unless accepted by the Board of Education of the District, and the Board shall fix the time at which the resignation is to take effect.

Should the Superintendent be unable to perform the duties of this position because of illness, accident or other causes, the District may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

13. **RENEWAL OF EMPLOYMENT CONTRACT.** The Board will review this Agreement at their regularly scheduled December meeting, and the Board will provide any notice of its intention to not renew the contract to the Superintendent on or before December 15. If no notices are given by either party on or before said date, the contract shall, by its own terms, automatically renew for one additional school year.

14. **PROFESSIONAL LIABILITY.** The District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Superintendent in his/her individual capacity or in his/her official capacity as agent and employee of the District as provided in Neb. Rev. Stat. 79-516, provided that the incident arose while the Superintendent was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

If in good faith opinion of Superintendent, conflict exists regarding legal defenses to a third party claim against the Superintendent and District (i.e., pressing the defense of one party would tend to injure the other party), the Superintendent may engage separate counsel, and the District shall indemnify the Superintendent for the costs of such counsel, subject to the same limitations, provisions and exceptions set forth above. The District shall not, however, be required to pay the costs of any legal proceeding in the event the District and the Superintendent have adverse interests in any litigation.

15. **CRITICISMS/COMPLAINTS.** The Board, individually and collectively, agrees that any criticism or complaint about an employee or program of the District that the Board is made aware of shall be promptly forwarded to the Superintendent for investigation and resolution. Should an individual Board member receive a complaint about the superintendent from a citizen, staff member, or student, he/she will immediately advise either the superintendent or the Board president, who will then advise the superintendent. Should the Board president feel it necessary to share the complaint with the entire Board membership, it will be done in executive session with the superintendent present. Such complaints thereafter will be handled in compliance with Board policy.

16. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the state of Nebraska.

17. **NOTICES.** Any notices that are required under the terms of this Agreement shall be first class mailed or hand-delivered to the parties at the following addresses:

District
506 Perry St
PO Box 188
Odell, NE 68415

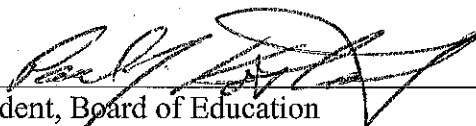
Superintendent
35998 SW 61st Road
Beatrice, NE 68310

18. **MODIFICATION.** This Agreement supersedes all prior agreements and understandings between the parties. The parties may, during the term of this Agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.
19. **SEVERABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not effect the validity of the remaining provisions of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one and the same instrument.

IN WITNESS WHEREOF, the District pursuant to the authority of its Board of Directors has caused two originals of this Agreement to be signed in the name of the District by the President of the School Board, and the Superintendent has hereunder affixed his/her hand and seal the day and year hereinabove mentioned.


GAGE COUNTY SCHOOL DISTRICT NO.
34-0100 OF NEBRASKA

4-7-21
Date

By: 

President, Board of Education

4-7-21
Date

By: 

Superintendent of Schools